

1 BILL NO. R-86-09- 81

2 RESOLUTION NO. R- 64-86

3 A RESOLUTION of the Common Council  
4 of the City of Fort Wayne, Indiana,  
5 approving an Interlocal Cooperation  
6 Agreement, to be entered into by  
7 and between the City and Allen County.

8 WITNESSETH:

9 WHEREAS, the State of Indiana has offered financial  
10 assistance in an amount not to exceed One Hundred Thousand Dollars  
11 (\$100,000.00) to Allen County, for the construction of sanitary  
12 sewer facilities to be provided to the Complete Auto Transit/Auto  
13 Truck Project Site to be located just west of the General Motors  
14 Truck Assembly Plant;

15 WHEREAS, the Complete Auto Transit/Auto Truck Project  
16 Site will make a substantial investment in this community and  
17 create additional jobs for this community;

18 WHEREAS, the City has the expertise and capacities to  
19 select contractors for the installation of sanitary sewers with  
20 respect to the project; and

21 WHEREAS, an Interlocal Agreement is necessary between  
22 the City and the County so that the City can be reimbursed for its  
23 work.

24 NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF  
25 THE CITY OF FORT WAYNE, INDIANA:

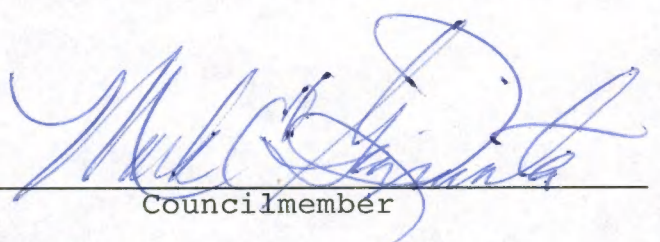
26 SECTION 1. The attached Interlocal Cooperation Agree-  
27 ment, to be entered into by and between the County and the City,  
28 is hereby approved and ratified in all respects. Such Agreement  
29 is made a part hereof and marked Exhibit "A".

30 SECTION 2. That the Members of the Board of Public Works  
31 and Safety of the City of Fort Wayne, are hereby authorized and  
32 empowered to execute such Interlocal Cooperation Agreement, on  
behalf of the City and they are further authorized and empowered  
to execute any and all other documents that may be required to

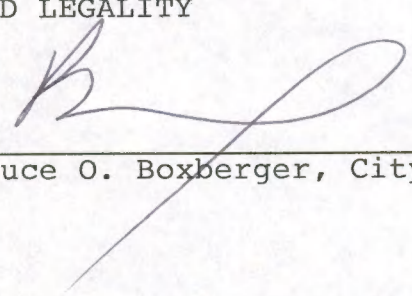
1 PaGE Two

2 accomplish those matters and purposes as set forth in the Inter-  
3 local Cooperation Agreement

4 SECTION 3. That this Resolution shall be in full force  
5 and effect from and after its passage and any and all necessary  
6 approval by the Mayor.

7  
8   
9 \_\_\_\_\_  
10 Councilmember

11 APPROVED AS TO FORM  
12 AND LEGALITY

13   
14 \_\_\_\_\_  
15 Bruce O. Boxberger, City Attorney  
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Read the first time in full and on motion by \_\_\_\_\_ seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee \_\_\_\_\_ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E

DATE: \_\_\_\_\_

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by GiaQuinta seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	<u>✓</u>	_____

DATE: 9-9-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ ~~(SPECIAL)~~ ~~(ZONING MAP)~~ ORDINANCE (RESOLUTION) NO. B-64-86 on the 9th day of September, 1986,

ATTEST:  
Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

(SEAL)  
James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of September, 1986, at the hour of 11:00 o'clock P.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of September, 1986, at the hour of 3:00 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

EXHIBIT "A" .

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 1986, by and between the BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN (hereinafter referred to as the "County"), and the CITY OF FORT WAYNE BY AND THROUGH ITS BOARD OF PUBLIC WORKS AND SAFETY (hereinafter referred to as the "City").

W I T N E S S E T H :

WHEREAS, Complete Auto Transit and Auto Truck has indicated it will make a substantial investment in this community and create an additional number of new jobs, should sanitary sewer be provided to the site just west of the General Motors Truck Assembly Plant; and,

WHEREAS, the State of Indiana has offered financial assistance in an amount not to exceed \$100,000.00 to Allen County to be used for the construction of sanitary sewer facilities to be provided to the Complete Auto Transit/Auto Truck Project Site, which the County has agreed, to the extent of said grant, to provide to the City; and,

WHEREAS, the remainder of the cost of the sanitary sewer facilities will be born by the property owners as evidenced in a Joint Venture Agreement entered into on May 27, 1986; and

WHEREAS, the City will be responsible for selecting the contractor(s) for said project, and the overseeing of the actual installation in accordance with I.C. 36-1-12-1 et seq.

NOW, THEREFORE, it is agreed as follows:

1. The County agrees to the extent of the funds provided by the State to pay claims submitted by the City for the above-referenced project, in a timely manner. Said claims shall be verified and based upon actual contractor's expenses incurred.

2. Attached hereto and made a part hereof is a copy of the Grant Agreement entered into between the Board of Commissioners of the County of Allen and the State of Indiana. The City agrees to comply with all terms and conditions of said

Grant Agreement and further agrees to hold harmless the County from and against any and all claims, demands or losses arising out of any act or omission in violation of said Agreement, or the Project.

Upon completion of the project, an independent C.P.A. firm will be hired to audit the financial records of the grant as required by the State and the City shall furnish any and all financial records and data relating to the project required by said C.P.A. firm.

4. This Agreement shall be construed in accordance with I.C. 36-1-7 et seq. and the effectiveness is subject to all legal and necessary approvals as follows:

A. Approval of the fiscal bodies, by ordinance or by resolution, of the City of Fort Wayne, Indiana (its City Council) and Allen County, Indiana (its County Council) pursuant to I.C. 36-1-7 et seq.

B. Recordation of this Agreement with the Allen County Recorder; and,

C. Within sixty (60) days from the effective date of this Agreement, a copy of same shall be filed with the State Board of Accounts for audit purposes.

6. This Agreement and responsibilities hereunder, shall terminate upon the close-out of the state grant. Said close-out shall include the resolution of all audit findings if any shall exist.

IN WITNESS WHEREOF, this Agreement has been signed by the parties on the dates below indicated.

CITY OF FORT WAYNE, INDIANA  
BY AND THROUGH ITS BOARD OF  
PUBLIC WORKS AND SAFETY

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

BOARD OF COMMISSIONERS OF THE  
COUNTY OF ALLEN, INDIANA

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

## INDUSTRIAL DEVELOPMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Indiana, acting by and through the Department of Commerce (hereinafter referred to as the "Grantor") and the County of Allen (hereinafter referred to as the "Grantee"), an eligible entity as defined in Indiana Code 4-4-12-1, for the purposes and subject to the terms and conditions agreed to herein.

1. PURPOSE OF AGREEMENT: The purpose of this Agreement is to enable the Grantor to make a grant of up to \$100,000 to the Grantee named above, to be used exclusively in accordance with the provisions contained in this Agreement and in Indiana Code 4-4-12-1 establishing the Industrial Development Grant Fund, as well as any rules adopted thereunder.

2. USE OF GRANT BY GRANTEE: The \$100,000 grant received by the Grantee pursuant to this Agreement shall only be used to institute and administer an approved Industrial Development program permitted by Indiana Code 4-4-12-1, which program (or project) is described fully in "Exhibit A", to be attached hereto, made a part hereof and incorporated by reference as part of this Agreement.

3. COMPLIANCE WITH APPLICABLE LAWS: The Grantee named above expressly agrees to be solely responsible to insure that the use of monies received under this Agreement are in compliance with all federal, state and local statutes, rules and other laws affecting the use of said monies, including but not limited to all laws relating to performance or payment bonds.

4. DESIGN AND CONSTRUCTION OF PROJECT: The Grantee shall be solely responsible for the proper design and construction of the industrial development program described in "Exhibit A". Although not expressly attached to this Agreement, the Grantee agrees to complete construction of said program in accordance with the plans and specifications contained in its application. Modification of its application shall require approval of the Grantor.

5. APPROVAL OF PROGRAM BUDGET AND LATER CHANGES: The Grantee shall submit a detailed budget in its application. The budget shall become part of this Agreement as "Exhibit B" and incorporated by reference herein. The Grantee shall not spend more than the amount for each line item, as described in "Exhibit B", without the prior written consent of the Grantor; nor shall the project costs funded by the grant and those funded by the local share be amended without the prior written consent of the Grantor.

6. PAYMENT SCHEDULE OF GRANT: The payment of this grant by the Grantor to the Grantee shall be made in accordance with the following schedule:

(A) The first payment of \$40,000 shall be made approximately 30 days after the Governor of Indiana has approved this Agreement, as evidenced by his signature on page 10 herein.

(B) The Grantor may require satisfactory evidence furnished by the Grantee that substantial progress has been made toward completion of the program described in "Exhibit A" prior to making the first payment under this Agreement. Prior to making any subsequent payments beyond the first one, the Grantee may be required to submit a progress report on the activities of the affected industry with each voucher.

(C) The second payment of \$40,000 shall be made approximately 45 days after the date of the Governor's approval.

(D) The third and final payment of up to \$20,000 shall be made 30 days after the receipt by the Grantor of the following documents:

(1) An audit report prepared and signed by a certified public accountant stating how the funds have been spent on the program (or project) described in "Exhibit A". The report should document: (a) what has actually been spent to date for each line item of the project budget as described in "Exhibit B", separated by that paid from the grant and that paid from the local share, and (b) the dollar amount of project costs yet to be paid for each line item as of the date of the audit report. In preparing the report, the auditor should take into account any changes among line items for which written consent has been given and the actual invoiced costs.

(2) A letter written by Complete Auto Transit and Auto Truck, the affected industries, in which they shall indicate whether the construction conforms with the program as submitted by the Grantee to the Grantor. This letter is subject to paragraph 7 of this Agreement.

(E) All payments are subject to the Grantor's determination that the construction conforms with the program as approved and contained in "Exhibit A", notwithstanding any other provision of this Agreement.

(F) Also notwithstanding any other provision of this Agreement, the Grantee expressly agrees that the monies provided herein by the Grantor as limited to the lesser of \$100,000 or 35 percent of the project costs.

7. FINAL INDUSTRY REVIEW: Upon completion of the program as described in "Exhibit A", the Grantee shall notify the Grantor, and Complete Auto Transit and Auto Truck, the affected industries, of this fact by simultaneous letters sent certified mail, return receipt requested. Upon receipt of said letters, the affected industries shall inspect the construction and each send a letter to the Grantor within fifteen (15) days containing their opinions as to whether the construction complies with the program as described in "Exhibit A".

8. HOLD HARMLESS CLAUSE: The Grantee shall indemnify, defend and hold harmless the State of Indiana, the Lieutenant Governor and their agents, officers and employees from all claims and suits of any nature whatsoever arising from this Agreement or actions taken hereunder, from all judgments recovered therefore, and for expenses in defending or appealing said claims, suits, or judgments, including without limitation court costs, attorneys' fees and any other expenses.

9. TERM OF AGREEMENT: The parties to this Agreement intend for the construction of the program described in "Exhibit A" to be completed by December 31, 1986. However, the parties may agree, via written letters, to extend the completion date while maintaining in full force and effect all other provisions of this Agreement.

10. TERMINATION OF AGREEMENT: This Agreement may be terminated in whole or in part by the Grantor or the Grantee before its completion by sending the other party written notice via certified mail, return receipt requested, at least twenty (20) days prior to the date of termination. Upon receipt of the notice of termination, no new or additional liabilities payable pursuant to this Agreement shall be incurred by the Grantee without the prior written approval of the Grantor. Upon termination of this Agreement, the Grantee shall continue to be responsible and liable for the proper performance of its obligations hereunder to the date of termination.

11. MULTI-TERM FUNDING CANCELLATION CLAUSE: Payment and performance obligations undertaken by this contract are subject to the appropriation and availability of funds and in this regard this contract may be terminated, in whole or part, when the director of the

State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this multi-term contract. A determination by the budget director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

12. NOTICE TO PARTIES: Whenever any notice, statement or other communication shall be sent to the Grantor, Grantee or affected industry, it shall be sent to the following address, unless otherwise specifically advised by the recipient:

(A) Notices to the Grantor shall be sent to:

Indiana Department of Commerce  
Business and Financial Services Division  
One North Capitol Avenue, Suite 700  
Indianapolis, Indiana 46204-2288

(B) Notices to the Grantee shall be sent to:

Allen County Board of Commissioners  
Room 200, City County Building  
Fort Wayne, Indiana 46802

(C) Notices to the affected industry shall be sent to:

F. F. Reinhardt, President  
Complete Auto Transit, Inc.  
Automotive Carrier Division  
Bloomfield Hills, Michigan 48013

E. James Dondlinger, President  
Auto Truck, Inc.  
1160 N. Ellis Street  
Bensenville, Illinois 60106

13. STATUTORY AUTHORITY OF GRANTEE: If the Grantee in this Agreement is a corporation or district under the Indiana Code 4-4-12-1, it expressly warrants to the Grantor that it is statutorily eligible to receive monies from the Industrial Development Grant Fund, and it expressly agrees to repay all monies paid to it under this Agreement should a legal determination of its ineligibility be made by any court of competent jurisdiction.

14. NON-DISCRIMINATION CLAUSE: Pursuant to Indiana Code 22-9-1-10, the Grantee and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the dates entered below:

**GRANTEE:**

JACK R. WORTHMAN  
ALLEN COUNTY COMMISSIONER  
CITY-COUNTY BLDG. 428-7555  
FORT WAYNE, INDIANA 46802

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

PRESIDENT,  
TITLE: Board of Commissioners

DATE: 8/19/86

**GRANTOR:**

\_\_\_\_\_  
JOHN M. MUTZ, LIEUTENANT GOVERNOR

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_

NAME: GLORIA J. GOEGLEIN

TITLE: AUDITOR

DATE: 8/19/86

**"EXHIBIT A"**

This grant is to construct approximately 9,400 feet of sanitary sewer line, including 12" gravity and 10" force main, and a lift station.

**"EXHIBIT B"**

Line Items	Grant	Local Share	Total
1. Administrative Expense	\$-0-	\$-0-	\$-0-
2. Land, Structures, Right of Way	\$-0-	\$-0-	\$-0-
3. Architectural/Engineering Fees	\$-0-	\$ 20,000	\$ 20,000
4. Demolition and Removal	\$-0-	\$-0-	\$-0-
5. Construction and Project Improvements	\$100,000	\$250,000	\$350,000
6. Contingencies	\$-0-	\$ 15,000	\$ 15,000
7. Audit	\$-0-	\$ 300	\$ 300
<hr/>			
Total Project Costs	\$100,000	\$285,300	\$385,300

APPROVED

BY: \_\_\_\_\_  
Orval Lundy, Commissioner  
Department of Administration

DATED: \_\_\_\_\_

\*\*\*\*\*

APPROVED

BY: \_\_\_\_\_  
Kenneth V. Kobe, Director  
State Budget Agency

DATED: \_\_\_\_\_

\*\*\*\*\*

APPROVED AS TO FORM AND LEGALITY

BY: \_\_\_\_\_  
Honorable Linley E. Pearson  
Attorney General of Indiana

DATED: \_\_\_\_\_

\*\*\*\*\*

APPROVED AND RATIFIED

BY: \_\_\_\_\_  
Honorable Robert D. Orr  
Governor of Indiana

DATED: \_\_\_\_\_

BILL NO. R-86-09-01

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (~~ORDINANCE~~) (RESOLUTION) of the Common Council of the  
City of Fort Wayne, Indiana, approving an Interlocal C-operation  
Agreement to be entered into by and between the City and Allen  
County

HAVE HAD SAID (~~ORDINANCE~~) (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (~~ORDINANCE~~)  
(RESOLUTION) \_\_\_\_\_

YES

NO

Mark E. GiaQUINTA  
MARK E. GiaQUINTA  
CHAIRMAN

Charles B. Redd  
CHARLES B. REDD  
VICE CHAIRMAN

Paul M. Burns  
PAUL M. BURNS

Janet G. Bradbury  
JANET G. BRADBURY

James S. Stier  
JAMES S. STIER

CONCURRED IN 9-9-86

SANDRA E. KENNEDY  
CITY CLERK